

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND

KENYA EDWARDS

Plaintiff,

**JURY TRIAL**

V.

CIVIL ACTION NO

PEOPLES FIRST RECOVERIES, LLC

Defendant.

JUNE 20, 2008

COMPLAINT

1. Plaintiff seeks relief pursuant to the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692; Md. Ann. Code Commercial Law Maryland Consumer Debt Collection Act. § 14-204 et seq. ("MCDCA"); and the Md. Ann. Code Commercial Law Consumer Practices Act § 13-301 et seq.
2. The Court's jurisdiction is conferred by 15 U.S.C.1692k and 28 U.S.C. 1331 and 1367.
3. Plaintiff is a natural person who resides in MD.
4. Plaintiff is a consumer within the FDCPA.
5. Defendant is a debt collector within the FDCPA.
6. Defendant communicated with plaintiff or others on or after one year before the date of this action, in connection with collection efforts with regard to plaintiff's disputed personal debt.
7. Plaintiff made payment arraignments with the defendant.

8. Defendant agreed to electronically take out of the plaintiff's account \$190.00 monthly.

9. The plaintiff's account was debited \$190.00 monthly by the defendant thorough June 7, 2008.

10. The plaintiff contacted the defendant on or about June 1, 2008 and advised it that they were not to take out any further payments from her checking account as she could no longer afford that monthly payment.

11. The defendant took money from the plaintiff's account on or about June 6, 2008 notwithstanding plaintiff's request that they cease taking money from her checking account.

12. On June 3, 2008 they plaintiff contacted the undersigned attorney and engaged my services. I wrote a letter and faxed same advising the defendant plaintiff Kenya Edwards was represented by counsel and had violated the FDCPA.

13. Defendant contacted the represented plaintiff by phone calls subsequent to my letter of June 3, 2008

14. On June 16, 2008 the undersigned attorney wrote and faxed a second letter to the defendant advising it that, plaintiff was still being called and also took money against my client's account despite being advised not too.

15. On June 18, 2008 the undersigned attorney wrote and faxed a third letter to the defendant advising it that, I was aware they continued to contact the plaintiff and would be held financially responsible for its reckless action.

16. Defendant contacted the represented plaintiff seven (7) times from June 13, 2008 through June 18, 2008 and violated the FDCPA by contacting a represented party and making excessive harassing phone calls.

17. Defendant also attempted to collect different, inaccurate amounts of debt than the written letters she had received.

18. Defendant failed to provide the plaintiff, notice pursuant to 15 U.S.C. §1692e (11).

19. In the collection efforts, the defendant violated the FDCPA, inter alia, section 1692c, d, e, f, and G.

## SECOND COUNT

20. The allegations of the First Count are repeated and realleged as if fully set forth herein.

21. Within three years prior to the date of this action Defendant has engaged in acts and practices as to plaintiff in violation of the Md. Ann. Code Commercial Law Maryland Consumer Debt Collection Act § 14-204 et seq. ("MCDCA").

22. Defendant has committed unfair or deceptive acts or practices within the meaning of the Md. Ann. Code Commercial Law Consumer Practices Act § 13-301 et seq.

WHEREFORE plaintiff respectfully requests this Court to:

1. Award plaintiff such damages as are permitted by law, including \$1,000 statutory damages for each communication against the defendant;
2. Award the plaintiff costs of suit and a reasonable attorney's fee;
3. Award declaratory and injunctive relief, and such other and further relief as law may provide

THE PLAINTIFF

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